

AGREEMENT BETWEEN

***TOWN OF NATICK,
MASSACHUSETTS***

AND

***SUPERVISORS' AND
ADMINISTRATORS'***

ASSOCIATION

July 1, 2012 to June 30, 2015

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AGREEMENT

AGREEMENT effective July 1, 2012 through June 30, 2015 between the Town of Natick, Massachusetts (hereinafter referred to as the Town) and Town of Natick Supervisors' and Administrators' Association (hereinafter referred to as the Association).

ARTICLE 1 - RECOGNITION

Section 1. Recognition

The Town hereby recognizes the Association as the exclusive collective bargaining representative for the employees described below:

All Supervisors and Administrative employees of the Town of Natick, Public Works Department in the following capacities; Division Supervisor; Assistant Supervisor; Deputy Director; Town Engineer; Chief Plant Operator, CADD/GIS Technician, Project Engineer; Assistant Town Engineer and GIS/Water Technology Coordinator shall be represented by the Supervisors' and Administrators' Association.

Section 2.

The Town recognizes the right of any employee described to become a member of the Association and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Association.

Section 3.

Any benefits and/or privileges presently enjoyed by members of the Association and contained in the agreement shall not be unilaterally impaired.

ARTICLE II - GRIEVANCE ARBITRATION

Section 1.

An employee covered by this Agreement shall have the right to present a grievance and have it promptly considered on its merits. The initiation of a grievance by an employee shall not cast any reflection upon his/her standing in the Department.

Section 2.

An employee in the Unit, having a complaint or dissatisfaction, may present it informally to the Director of the Department of Public Works. Every effort for an informal resolution shall be made.

Section 3.

If the grievance is not satisfactorily settled in Section 2, the grieving party, if he is an employee in the Unit, shall submit it in writing within five (5) days of the response of the Director to the Town Administrator. The Town Administrator shall respond to the grieving party within fifteen (15) days stating what action is to be taken in response to the grievance. The Town Administrator will direct that a hearing be held or respond in writing of another procedure without benefit of a hearing or other procedure.

Section 4.

If the grievance is denied or if no answer is received within the time limits, the Association may submit a written grievance to arbitration with the American Arbitration Association within thirty days.

ARTICLE III - RIGHTS OF MANAGEMENT

Section 1.

It is agreed that except as specifically limited by an express provision of this Agreement, the Town of Natick retains all rights which it has or may hereafter acquire, including, but not limited to, the right to direct employees, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting (if deemed necessary), to promulgate rules and regulations, and to take whatever action may be necessary to carry out

the mission in the Department. The failure of the Town to exercise any of its rights shall not be construed as a waiver of those rights.

ARTICLE IV - VACATIONS

Section 1.

(a) A regular full-time employee during the first year of employment with the Town earns no vacation time during the first two months of employment and earns one day per month starting with the third month of employment. No vacation time shall be taken until six (6) months of employment with the Town.

(b) A regular employee who has completed one (1) but less than five (5) years continuous service in employment covered by this Agreement shall be entitled to two (2) weeks vacation with pay.

(c) A regular employee who has completed five (5) but less than ten (10) years continuous service in employment covered by this Agreement shall be entitled to three (3) weeks vacation with pay.

(d) A regular employee who has completed ten (10) or more years continuous service in employment covered by this Agreement shall be entitled to four (4) weeks vacation with pay.

(e) A regular full-time employee who has completed twenty (20) or more year's continuous service in employment covered by this Agreement shall be entitled to five (5) weeks vacation with pay.

(f) No vacation is to be cumulative beyond the Fiscal Year in which it is earned unless all of the following conditions are met:

1. If sufficient days exist, a maximum of 5 days may be carried over to the subsequent year if written request is made to the Director of Public Works on or before May 1. Such request shall be subject to the approval of the Director based upon the operating requirements of the Department.
2. Said 5 days must be used within the next Fiscal Year.

(g) Subject to the operating requirements of the Department, an employee shall have his choice of vacation time according to seniority.

(h) Vacations after the first year of employment shall be based upon length of service as of the anniversary date of each employee.

Section 2.

Any regular employee whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which he is entitled, he, or in the case of death, his estate, shall be paid in lieu of such vacation an amount equal to one full day's pay at his regular rate for each such day of unused vacation. Any employee who resigns shall give the Town at least two weeks notice and, failing to do so, shall not be eligible to receive his terminal vacation pay as provided herein.

ARTICLE V - HOLIDAYS

Section 1.

Regular full-time employees will be granted the following holidays, with pay, provided the employee has worked on his last scheduled day prior to the holiday and his first scheduled day after the holiday, unless a leave of absence shall have been granted for either of such days:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENTS' DAY
PATRIOTS' DAY

MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

VETERANS' DAY
THANKSGIVING DAY
CHRISTMAS DAY

Section 2.

Whenever any of the holidays listed above falls on an employee's day off or during his vacation, he will receive a compensatory day off in lieu of said holiday. Said compensatory day off shall be taken prior to the end of the fiscal year in which it is earned subject to the determination of the head of the Department.

ARTICLE VI - SICK LEAVE

Section 1.

New employees hired on or after 7/1/87 shall have a maximum accumulation of 180 days (subject to be increased if other Town contracts are higher).

Regular full-time employees hired after 7/1/96 will accrue sick leave at the rate of one (1) day per month for each month of service, not to exceed 12 days in any year. Employees hired after July 1, 1996, shall accumulate sick leave days to a maximum of one-hundred twenty (120) days.

Regular full-time employees shall accrue sick leave at the rate of 1-1/4 days for each month of service, not to exceed fifteen (15) days in a year.

Sick leave accumulation shall be to a maximum of 224 days for these employees hired prior to 7/1/87.

Section 2.

Employees who are on workers' compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed, that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Town, wherein he agrees to reimburse the Town for such payments in the event he received workers' compensation benefits for said period.

A new employee may borrow against sick leave to be earned in the future to supplement workers' compensation payments, but this can only occur within the first two years of employment with the Town. This amounts to a mass of eighteen (18) days which could be used by a new employee.

Any employee who is injured in the line of his duties shall retain all of the rights and privileges that he would enjoy if he or she were working.

Any employee injured on the job shall not lose any of the privileges and/or benefits to which he is entitled. This includes sick leave accumulation, vacation time, all holidays, personal and any other days he may have been entitled to in addition to job security.

Section 3. Personal Day

Effective July 1, 2011 all Town employees covered by this Agreement shall be entitled to four (4) personal days per fiscal year.

Section 4.

Request for sick leave shall be subject to the approval of the Department Head or the Town Administrator, provided that the denial of paid sick leave shall be subject to the grievance and arbitration provisions of this Agreement. The Town may require evidence of the necessity for such absence in the form of a physicians certificate or other evidence satisfactory to the Department Head or the Town Administrator, as a condition precedent to the approval of such request. If the Town requires a physician's certificate as set out above, the Town will pay the employee's cost in obtaining the certificates.

Section 5. Sick Leave Buy Back

Current members who elect to retire within five (5) years, before June 30, 2017 will be grandfathered to the provisions outlined in the Collective Bargaining Agreement which expired on June 30, 2012, if they so elect in writing to the Director of Personnel within (10) ten days of the close of the FY 2012 Fall Annual Town Meeting.

Section 6. Sick Leave Bank

There shall be established a Sick Leave Bank for employees of this unit to be administered by a "Personnel Board Sick Leave Bank Committee". Each employee in the bargaining unit shall contribute two sick leave days to the Bank upon the execution of this contract and shall be eligible, in the case of serious illness, and after exhausting their own sick leave, to receive up to sixty (60) sick leave days. The Personnel Board Sick Leave Bank shall be administered by a "Personnel Board Sick Leave Bank Committee" consisting of equal representation from the units and the Town.

The "Personnel Board Sick Leave Bank Committee" shall determine the policies, procedures, eligibility and operations of the Bank and shall be the final authority in this matter.

ARTICLE VII - ADMINISTRATIVE LEAVE

Administrative leave may be granted by the Town Administrator without loss of pay for the following:

- A. Paternity Leave - up to two (2) days (to be deducted from sick leave earned under Article VI).
- B. Illness of immediate family - up to five (5) days (to be deducted from sick leave earned under Article VI).
- C. Religious Holidays - up to two (2) days.
- D. Leave of absence without pay may be granted by the Town Administrator in extreme personal situations at his/her sole discretion. Return to work to be conditioned upon availability of an opening within a one year period or desired date of return.

ARTICLE VIII - LICENSING/TRAINING AND EDUCATIONAL INCENTIVE

Section 1.

There shall be created a Licensing/Training and Educational Incentive consisting of annual stipends as follows:

A member of the unit may earn an Annual Stipend as a result of participating in a combination of degree credit hours, team leadership positions, special seminars or workshops, total quality and other professional development. This shall be subject to the following:

- Pre-approval of the Director of Public Works
- Completion of a minimum of 12 hours, with additional hours in units of 12
- Hours may be earned by any combination of the above credits/training or leadership roles

	12 Hours	24 Hours	36 Hours
FY 2013 - 2015	\$1,500	\$3,000	\$4,500

Section 2.

Effective July 1, 2005 there shall be created a stipend for the maintenance of professional licenses for professional engineers, water treatment and distribution and pesticides. Said stipend shall be for job-related training approved by the Director that is delivered by an organization approved by the Director. Said licenses must be in good standing prior to attendance at any training. Effective July 1, 2006 the maximum stipend shall be \$1,800 per year for up to 18 hours of approved training and may be earned at an hourly rate of \$100. Excluding Town Engineer position.

Education and training used under this Section may not be used for other educational or training incentives, stipends or reimbursements under Section 1 above or under any other provision of this contract.

ARTICLE IX - INSURANCE

Section 1.

Each employee shall be covered by a term life insurance policy in the amount of \$5,000.00. The net premium of said policy shall be shared equally between the Town and the employee. The Town is substituting Pilgrim Advantage PPO and Tufts PSO.

The Town may, with agreement of the Association, provide 100% employee pay all, disability and dental insurance plans to employees of this unit on a voluntary basis. It is further understood that these plans shall be offered to underwriting requirements for minimum enrollment.

Group Health Insurance will be made available to bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen. All new enrollees as of July 1, 2012 will be at 75/25 for both Family and Individual plans.

Current employees will see increases in contribution rates as listed below:

- (1) FY 13 – No Change
- (2) FY 14 – Family moves from 80/20 to 77.5/22.5. Individual moves from 90/10 to 82.5/17.5
- (3) FY 15 – Family and Individual move to 75/25

Group Health Insurance will be made available to full-time and regular part-time bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen.

The Town further agrees for the life of this contract to offer three levels of “Safety Nets” as follows:

- (1) Reimbursement for additional net out-of-pocket costs (premium savings-additional co-pay costs) of up to \$250. For Individual Plans, and \$500. For Family Plans annually (½ these amounts for January 1, 2011-June 30, 2011). All co-pay costs are eligible, inclusive of prescriptions.
- (2) Creation of an “Excess Pool of \$100,000. Annually for employees who exhaust their reimbursement under paragraph 1 above. If more employees are eligible than funds available, then the funds will be distributed on a pro-rata basis. \$50,000. Will be available for January 1, 2011-June 30, 2011. All co-pay costs are eligible, including prescriptions.
- (3) The Town will provide Stop Loss insurance to provide a maximum out-of-pocket cost of \$2000. For Individual Plans, and \$4000.00 for Family Plans. Prescription co-pays will be inclusive.
- (4) The Town will for the life of this contract pay for all administrative charges associated with employees who choose to participate in a Flexible Spending Account.
- (5) The Town will provide a payment for members who “Opt-Out” of the Town’s health plan of \$750 for Individual Plan participants and \$1500 for Family Plan participants. (1/2 said amounts for January 1, 2011-June 30, 2011). The incentive payments will be pro-rated for each full month that the employee is not enrolled in the Town’s health plans. Payment to be made at the end of the subject fiscal year.

ARTICLE X - BEREAVEMENT

In the event of death of a member of an employee's immediate family, as defined below, the employee will be permitted to be absent without loss of pay based at the employee's straight time hourly rate of pay as follows:

- (1) For the employee's parents, children, sibling, spouse, or co-habiting significant other-(5) five days.
- (2) For the employee's grandparents, grandchildren, aunts, uncles, parents-in-law, and siblings in-law,
- (3) three days.

ARTICLE XI - REDUCTION IN FORCE

The Town retains the exclusive right to determine what departments, divisions, and job classifications are to exist, whether to lay off employees, to determine the existence or nonexistence of a vacancy, and whether and by whom any vacancy will be filled. The Town shall have the exclusive discretion to determine whether there is to be and how to implement a reduction in force or elimination of any job classification.

If the Town decides to implement a Reduction in Force plan which involves elimination of any of the positions covered by this Agreement, the individual member of this unit so affected will be provided the opportunity to avail himself of the retirement procedures, if, according to the Retirement Board, he so qualifies.

ARTICLE XII - SCOPE OF AGREEMENT

Section 1.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Association acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Association, therefore, voluntarily and without qualifications, waives any rights it may have had in this respect and agrees that the Town shall not be obligated to bargain collectively with regard to any subject or matter not referred to or covered by this Agreement whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIII - NATURE OF EMPLOYMENT

Section 1.

The parties agree that the nature of the employment of the employees is supervisory and executive in nature.

Section 2.

The parties recognize that form of employment sometimes entails the rendering of services during irregular and unscheduled hours during the day and evening. The employees agree that they shall render such additional services as may be required to fully perform the work involved in the positions to which they are assigned and waive any rights they may have, if any, for services rendered beyond the normal forty (40) hours per week.

Section 3.

Recognizing the management nature of the jobs in this unit; commencing July 1, 1985, annual performance appraisals will be conducted with each member of the unit to determine goals, share planning strategies, define priorities and establish guidelines for Divisional Management and direction. This will result in an evaluation of the progress of the members in achievement of established goals. The Town and the Supervisors' and Administrators' Association recognize this as a beneficial process intended to improve the ability of each division and employee to improve individually and collectively in the provision of services to the residents of the Town of Natick.

Section 4.

Commencing July 1, 1988 the compensation for the accepted pay schedule shall be based upon a performance appraisal system adopted by the unit and the Town.

Section 5.

Members of this unit are eligible for renegotiations for job changes due to additional job responsibilities.

ARTICLE XIV - COMPENSATION

Section 1.

The Supervisors and Administrators Association agree that the regular pay of each employee will be the total compensation to be received from the Town for all services provided during regular work hours or outside of regular work hours, except when an employee of the Association shall be assigned by the Town to carry out duties totally separate from the responsibilities of his job by which he is a member of the Association.

Section 2. "Classification Schedule and Compensation"

The following pay schedule shall be in effect for the duration of this contract. (see attached schedule)

All members will go to a bi-weekly pay schedule and direct deposit effective January 1, 2011.

The Town agrees to add 2% to FY 2013 step five of the Classification schedule and compensation effective July 1, 2012, as reflected in the attached salary schedule.

The Town agrees to reimburse members called in for emergency responses up to \$500.00 deductible if involved in an accident as a result of being called in.

Section 3. Division Supervisor Stipend

July 1, 2009 \$3,000 annually in weekly increments

All stipends under Section 3 shall be rolled into base pay as of 7/1/11.

In recognition of the consolidation of the Highway and Sanitation/Recycling Divisions' budgets which occurred in FY 2005, the Supervisor of the consolidated Division shall receive an additional \$3,000 annual stipend, paid in weekly increments, as long as those functions remain consolidated. In the event that the Town chooses to split or privatize these functions, the stipend will no longer be paid. Also stipends effective July 1, 2011 for Water Supervisor of \$1500.00 per year and Town Engineer of \$4,000.00 per year.

Section 4. Service Award

A Service Award shall be made to each member of the unit for a minimum of \$500 to a maximum of \$1,500 annually based upon performance evaluation. Service Award will be given by first week in December.

Section 5. "Efficiency & Safety Committee"

By mutual agreement of the parties, a joint "Efficiency and Safety Committee" to consist of designated union leadership plus two members of the Supervisors' & Administrators' Association appointed by a meeting of the membership and the Director of Public Works and designees of the Town Administrator; who shall meet quarterly for the purpose of discussing policies, procedures, practices and operations vital to the efficient and safe operation of the Department of Public Works.

Section 6. "Educational Incentive"

Effective July 1, 1998, regular full-time employees shall receive stipends for an Associates, Bachelors, or Masters Degree in a job related program of studies according to the following schedule:

Associates: \$500

Bachelors: \$1,000

Master's: \$1,500

All credits shall be earned in educational institutions accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education.

Each member upon successful completion of pre-approved course work, in a field related to his job responsibilities, shall receive reimbursement for expenses incurred including tuition, books and association fees up to an annual sum of \$500. All such course work to be pre-approved by the Director of Public Works. This reimbursement shall be up to a maximum of \$2,000 annually.

Section 7. "LIUNA Pension Fund"

The Town of Natick shall contribute the following sums per hour into the LIUNA National (Industrial) Pension Fund for each employee.

July 1, 2012: additional 2 cents/hour for a total of 73 cents/hour

The Town of Natick's participation in this pension fund shall be subject to the enactment of a mutually agreeable participation agreement between the Town of Natick and the Local Laborers Union 1116. Said agreement shall consist of the following:

1. This agreement shall be considered as part of the collective bargaining agreement. The provisions of this section supersede any inconsistent provision of the collective bargaining agreement.
2. Pursuant to the preferred schedule:
 - a. The employer shall assume the cost of eight (8%) of the increased contribution to the Fund.

- b. The Association shall assume the cost of two percent (2%) of the increased contribution to the Fund.
3. The terms of this section shall expire upon the effective date of a successor Collective Bargaining Agreement or upon a determination by the Pension Fund's Board of Trustees that this supplemental payment to the Fund is no longer required, whichever occurs first.

ARTICLE XV - MISCELLANEOUS

Section 1.

The Town of Natick and the bargaining unit commend to the employees the use of the Town Employee Assistance Program for themselves and their families and further urges its employees to participate in education sessions and other services provided by the E.A.P.

Section 2.

Reaffirming existing Management rights, the Town may annually review the need for the position of Coordinator of Public Works Safety, Training and Environmental Compliance. If it is determined that the position is not necessary the Town may eliminate it in the same manner as occurs for other positions. Should said position become vacant, management has the right to review job responsibilities and change the pay rate and classification for this position on the Classification Schedule attached to this Agreement.

Section 3.

Association members who are currently assigned a Town vehicle for 24-hour per day availability are:

- Supervisor of Equipment Maintenance
- Supervisor of Highway and Sanitation
- Supervisor of Water and Sewer
- Supervisor of Land Facilities and Natural Resources,
- Supervisor of Engineering/Town Engineer.
- Supervisor of Water Treatment Plant/GIS Supervisor

All employees assigned a Town vehicle under this section are responsible for paying taxes according to regulations set forth by the Internal Revenue Service. As has been the case for prior utilization, it is agreed that said vehicles will be used as required by job responsibilities. Examples of this shall include but not be limited to commuting to and from work and commuting to and from work-related business. Usage such as stopping for an errand as part of an employee's commute to or from work is considered de minimis and shall not be considered a violation of this section. Association members who are assigned a Town vehicle will continue to leave said vehicle at the Department of Public Works facility during their vacation periods.

If it is determined by the Director of Public Works that it is in the interest of the Town to re-assign a Town vehicle, the Director shall have the right to re-assign vehicles. This decision may not be made arbitrarily and will generally occur when the number of vehicles available for use changes due to an unforeseen reason; when an employee's duties change such that the need for the vehicle no longer exists; or if a member uses said vehicle in a manner inconsistent with this section.

Association members who are assigned a Town vehicle for 24 hour per day availability shall provide weekly to the Director of Public Works the odometer reading of said vehicle. The Director may also request that a detailed daily report of vehicle mileage be kept.

When a position covered by this Agreement becomes vacant, the Town Administrator shall review the assignment of vehicles for each vacant position and may determine the assignment of a Town vehicle for newly-hired employees. Any changes to the above assignment of vehicles may be subject to collective bargaining. The Town Administrator shall also review all new requests for Town vehicles and may assign or not assign them in a manner which is not arbitrary.

Section 4. Wage Re-Opener

In the event that any other general government union receives higher or retroactive cost-of-living allowances for the period July 1, 2012 through June 30, 2015, this agreement will be re-opened for further negotiation regarding COLAs.

This agreement shall become effective on July 1, 2012 and shall expire on June 30, 2015.

**Town of Natick
Board of Selectmen**

Dated: _____

Approved as to Form:

Labor Counsel

Dated: _____

**Town of Natick
Supervisors' & Administrators' Association**

Dated: _____

Approved as to Funding:

Comptroller

Dated: _____